

SUBLEASE AGREEMENT

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Exhibit A - Description of Leased Premises, Base Lease
 and Master Lease

Exhibit B - Gross Sales Report

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Mt. Prospect, IL

(#63-153)

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (hereinafter "Sublease") is executed as of the 30th day of September, 1991, by MARRIOTT FAMILY RESTAURANTS, INC., a Maryland corporation (hereinafter "Sublandlord") and LUNAN FAMILY RESTAURANTS LIMITED PARTNERSHIP, an Illinois limited partnership (hereinafter "Subtenant").

WHEREAS, Sublandlord and Subtenant are the parties to that certain Family Restaurant Sale and Purchase Agreement dated September 25, 1990, as amended (hereinafter the "Purchase Agreement") pursuant to which Sublandlord and Subtenant have agreed to enter into this Sublease and subleases for certain other premises, and pursuant to which Subtenant has assumed certain liabilities as more specifically set forth in the Purchase Agreement; and

WHEREAS, Sublandlord is the current tenant of the premises identified on Exhibit A attached hereto and made a part hereof (hereinafter the "Leased Premises") pursuant to the lease or sublease identified on Exhibit A (hereinafter the "Base Lease"); and

WHEREAS, Sublandlord desires to lease to Subtenant and Subtenant desires to take and lease from Sublandlord the Leased Premises according to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the rentals hereinafter reserved, and the mutual covenants and agreements herein contained, the parties hereby agree as follows:

1. Sublease. Sublandlord has agreed to lease and does hereby demise and lease unto Subtenant, and Subtenant has

agreed to lease and take and does hereby lease from Sublandlord, effective on the "Term Commencement Date" (hereinafter defined) the Leased Premises, which shall include all buildings (including all systems and equipment which are an integral part of the building) and all other permanent improvements located thereon, to have and to hold all of the same unto Subtenant, its successors and assigns, for the term, at the rentals, and upon the conditions hereinabove and hereinafter set forth. This Sublease supercedes any and all prior leases or subleases between the parties hereto or their predecessors in interest with respect to the Leased Premises.

2. Term. The initial term of this Sublease (hereinafter the "Initial Term"), shall commence on the date hereof (hereinabove and hereinafter the "Term Commencement Date") and shall terminate one (1) day prior to the termination of the Base Lease, subject however to any rights set forth in the Base Lease for the earlier termination of the lease term. In the event the Base Lease provides for a right of termination prior to the natural expiration of the term of the Base Lease, Sublandlord shall not exercise any such right without Subtenant's consent and provided Subtenant shall give Sublandlord written notice no later than thirty (30) days' prior to the date Sublandlord is required under the Base Lease to provide notice of Sublandlord's election to terminate the Base Lease, Subtenant shall be entitled to the same right of termination as provided in the Base Lease.

3. Renewal Term. Provided Subtenant is not in default at the time of exercise of the right to renew the Sublease and further provided Subtenant shall give Sublandlord written notice no less than thirty (30) days' prior to the date Sublandlord is required under the Base Lease to provide notice of Sublandlord's election to renew the Base Lease, Subtenant shall be entitled to

the same right of renewal(s), if any, as provided in the Base Lease (hereinafter the "Renewal Term(s)").

In the event Subtenant provides timely notice to Sublandlord and is not in default at such time, and Sublandlord fails to exercise Sublandlord's right to renew the Base Lease,

Sublandlord hereby grants to Subtenant the right to renew the Base Lease on Sublandlord's behalf, provided the exercise of such right is recognized by Base Lease Lessor.

4. Utilities. Prior to the Term Commencement Date, Subtenant shall contact all utility companies to transfer all utilities to Subtenant's account. Subtenant shall assume the obligation for all utility payments from and after the Term Commencement Date.

5. Rental. Subtenant covenants to pay as rent for the use and occupancy of the Leased Premises the aggregate of the sums set forth below, without offset, deduction, or demand, other than as provided for in the Base Lease or as a result of a default by Sublandlord to pay any rents or additional rents under the Base Lease, or under the Purchase Agreement or to perform any other obligation of Sublandlord hereunder, to Marriott Family Restaurants, Inc., P. O. Box 630609, Baltimore, MD 21263-0609 or such other payee and/or address as Sublandlord may specify from time to time by notice to Subtenant. The first rental payment shall be due and payable on the Term Commencement Date. In the event that the Term Commencement Date shall occur on a day other than the first day of a rental period under Base Lease, the first rental payment shall be adjusted to the proportionate fraction of the whole rental period so that all rental payments, other than the first, shall be made and become due and payable three (3) days prior to each such rental period thereafter.

a. Minimum Rent. During the term of this Sublease, Subtenant shall pay to Sublandlord all minimum rents required to be paid by Sublandlord under the Base Lease (hereinafter the "Minimum Rent"). Subtenant's payments to Sublandlord shall be made at least three (3) days prior to the time Sublandlord is required to make such payments under the Base Lease.

b. Percentage Rent. Subtenant shall pay to Sublandlord any percentage rent required under the terms of the Base Lease to be paid by the lessee thereunder (hereinafter the "Percentage Rent"). Subtenant's share of the percentage rent for that period of time from the Term Commencement Date to the end of the then current lease year under the Base Lease shall be calculated by multiplying the total percentage rents owed for such lease year based upon the gross sales of both Subtenant and Sublandlord from the Leased Premises by a fraction, the numerator of which shall be Subtenant's gross sales from the Leased Premises during the lease year and the denominator of which shall be the total gross sales from the Leased Premises during the lease year.

Subtenant shall commence payments of the Percentage Rent on or before the tenth (10th) day of the month succeeding the month in which the aggregate gross sales for the lease year first exceeds the dollar amount at which percentage rent becomes payable under the Base Lease (hereinafter the "Break Point") for such lease year. The first such payment of Percentage Rent shall be determined by multiplying the "Percentage" (hereinafter defined) by the difference between the aggregate amount of gross sales for the lease year through the last day of the previous month and the Break Point. Thereafter, on or before the tenth day of each succeeding month of such lease year Subtenant shall pay to Sublandlord the "Percentage" (hereinafter defined) of the gross sales of the previous month. As used herein "Percentage"

shall mean the percentage identified in the Base Lease to be paid as percentage rent on gross sales exceeding the Break Point.

At the end of the lease year, Subtenant shall receive any offsets against Percentage Rent that Sublandlord is entitled to receive under the Base Lease.

c. Reports. On or before the tenth (10th) day of each month, Subtenant shall provide to Sublandlord a report in the form of Exhibit B attached hereto and made a part hereof certified by a certified public accountant stating the gross sales for the previous month and aggregate gross sales through the last day of the previous month for the current lease year. At the end of the lease year, on or before fifteen (15) days prior to the date any such report is due to Base Lease Lessor under the Base Lease, Subtenant shall provide Sublandlord with a comprehensive, reconciled statement of gross sales for the preceding lease year certified by a certified public accountant (hereinafter the "Annual Statement of Gross Sales"). Within sixty (60) days after the date of this Sublease, Sublandlord shall provide to Subtenant a comprehensive reconciled statement of Sublandlord's gross sales from the Leased Premises for that portion of the lease year prior to the date of this Sublease.

d. Definition of Gross Sales. The term "gross sales" as used herein shall be defined in the same manner as gross sales is defined in the Base Lease.

Subtenant shall keep full, complete and proper books, records and accounts of its daily gross sales, both for cash and on credit of each separate department and concession at any time operated in the Leased Premises. Sublandlord and his agents and employees, upon reasonable notice, shall have the right at any and all times, during regular business hours, to examine and inspect all of the books and records of Subtenant (including any sales tax reports) pertaining to the business of Subtenant conducted in, upon or from the Leased Premises which Subtenant

shall produce upon demand by Sublandlord or Sublandlord's agents for the purpose of investigating and verifying the accuracy of any statement of gross sales. Sublandlord may once in any lease year cause an audit of the Annual Statement of Gross Sales of Subtenant to be made at Subtenant's main offices located in the United States. Subtenant shall immediately pay to Sublandlord any additional rental shown to be payable by Subtenant to Sublandlord. The cost of any such audit shall be apportioned between the parties in accordance with the apportionment of such costs between the lessor and lessee under the Base Lease.

6. Additional Rent. Subtenant shall pay as additional rent all real estate taxes and special and general assessments which may be levied or assessed against the Leased Premises, or installments of which become due and payable on or after the Term Commencement Date and thereafter during any part of the Sublease term or any extension thereof and which Sublandlord is required to pay under the Base Lease. In the event Sublandlord currently pays such taxes directly to the taxing authority, Subtenant shall make such payments when due and shall within ten (10) days after making such payments provide to Sublandlord a copy of the receipted tax bill. In the event Sublandlord currently pays such taxes to the Base Lease Lessor, Subtenant shall make such payments to Sublandlord at least thirty (30) days before Sublandlord is required to make any such payment to Base Lease Lessor. General real estate taxes and assessments of every nature for the first year of the term shall be prorated on a per diem basis to reflect any partial period. With respect to any taxes for a period of time prior to the date of this Sublease which are not due and owing to the taxing authority until a date after the date of this Sublease and which are paid directly to the taxing authority, Sublandlord shall thirty (30) days prior to the date such taxes are due forward to Subtenant a check made

payable to the taxing authority for Sublandlord's pro rata share of such taxes. Subtenant shall also pay promptly, when due, any tax which is levied or assessed against the rental, whether the same be called a rental tax, excise tax, sales tax or otherwise, and shall reimburse Sublandlord for any such taxes which Sublandlord is required to pay, or in fact pays. Nothing herein contained shall be construed as requiring Subtenant to pay any so-called income or profit taxes assessed upon or in respect to the income of Sublandlord or any income or profit taxes, corporation tax, franchise tax, capital stock tax or other taxes chargeable to or required to be paid by Sublandlord, nor shall anything in this Sublease contained be construed to require Subtenant to pay any so-called inheritance, bequest, estate, succession or transfer tax growing out of the estate of Sublandlord or of any interest in the reversion of the Leased Premises. Subtenant shall also be responsible for any other charge or expense required to be paid by the lessee under the Base Lease, including, but not limited to, percentage rents, tenant dues and assessments, maintenance charges, fees for advertising and security services, common area charges, and utilities. Subtenant shall have all rights of Sublandlord under the Base Lease (and, if applicable, the Master Lease) to contest any item of additional rents together with all of the obligations of Sublandlord with respect to such a contest.

7. Administrative Fee for Late Payment. All payments for rent, percentage rent, additional rent and any other sums that may be due and owing from Subtenant to Sublandlord under this Sublease or the terms of the Base Lease are due in advance three (3) days prior to the date such sums are due under the Base Lease. With respect to any payment not received by Sublandlord within five (5) days of the date due to Sublandlord or within fifteen (15) days after billing is sent by Sublandlord for

amounts which are not due on a monthly basis (such as annual tax escrow adjustment), Sublandlord may impose, and Subtenant hereby agrees to pay, an administrative late payment fee ("Administrative Late Payment Charge") of Twenty-Five Dollars (\$25.00). All payments received after said fifth (5th) day shall first be applied to the payment of the Administrative Late Payment Charge, then to the payment of any outstanding interest on past due amounts, then to the payment of past due additional rent, percentage rent and rent, in that order. Any unpaid balance of sums owed Sublandlord by Subtenant after said application of payment shall be due and payable immediately and must be paid in full prior to the fifth (5th) of the next payment date, or be subject to an additional Administrative Late Payment Charge in addition to accruing additional interest. There will also be a Fifty Dollar (\$50.00) fee for each check returned for any reason including, but not limited to, "not sufficient funds" or invalid signature. Three (3) or more such returned checks within any twelve (12) month period shall be deemed an automatic default of the Sublease and shall entitle Sublandlord to terminate the sublease without opportunity to cure.

8. Effect of Base Lease and Master Lease. In the event Sublandlord holds its tenant's interest in the Leased Premises pursuant to a sublease, the underlying lease shall be referred to herein as the "Master Lease", as identified on Exhibit A. It is understood and agreed that this is a sublease and subject and subordinate in all respects to the Base Lease and, if applicable, the Master Lease. Subtenant covenants that for and during the term of this Sublease it will, in addition to any and all other requirements of this Sublease and except to the extent otherwise specifically herein provided, be bound by, and will assume and be responsible for the prompt and faithful performance or discharge of each and every obligation, covenant, and agreement by which

the express terms and conditions of the Base Lease (and, if applicable, the Master Lease), and any other agreement pertaining to the Leased Premises, are the responsibility of, or binding upon, the lessee thereunder. Sublandlord shall have, as against Subtenant, all of the rights granted or reserved in the Base Lease to the lessor thereunder. Subtenant shall be entitled to exercise any and all rights and/or privileges granted to (i) the lessee under the Base Lease and (ii) to the extent Sublandlord has such rights and where applicable the lessee under the Master Lease, including without limitation, other than the limitations set forth in this Sublease, (i) the right to seek and receive directly from Base Lease Lessor and, if applicable, Master Lease Lessor, reimbursements for construction and remodeling costs, (ii) the right to seek and receive directly from Base Lease Lessor and, if applicable, Master Lease Lessor, insurance proceeds in the event of fire or other casualty with respect to the Leased Premises and condemnation proceeds in the event of condemnation or eminent domain proceedings with respect to the Leased Premises and (iii) the right to make any and all determinations, judgments and decisions required or permitted to be made by the "Tenant" or "Lessee" under the Base Lease and, if applicable, the Master Lease, all pursuant to the terms of the Base Lease and, if applicable, the Master Lease, and Sublandlord agrees to assist and cooperate with Subtenant in exercising any such rights; it being understood, however, that Sublandlord does not guarantee compliance with the terms of the Base Lease by the Base Lease Lessor or, if applicable, the terms of the Master Lease by the Master Lease lessor. Provided Sublandlord has complied with its obligations hereunder, Sublandlord shall have no liability to Subtenant in the event of the Base Lease lessor's or the Master Lease lessor's non-performance.

During the term of the Sublease, and any extensions thereof, and upon written notice to Sublandlord at least fifteen (15) days

prior to the date Sublandlord is required to give notice under the Base Lease, and if applicable the Master Lease, Subtenant shall have the right to require Sublandlord to exercise on Subtenant's behalf, for Subtenant's benefit, and at Subtenant's direction, all of Sublandlord's right, title, and interest in and to any purchase option, right of first refusal, right to offer exchange property and any and all similar rights and options with respect to the Leased Premises pursuant to the Base Lease, and if applicable the Master Lease.

In the event that Subtenant acquires fee title to the Leased Premises, this Sublease shall automatically terminate and all buildings (including all systems and equipment which are an integral part of the building) and all other permanent improvements located thereon, and that are owned by Sublandlord and not previously transferred from Sublandlord to Subtenant, shall at such time transfer to Subtenant without the requirement for further consideration. Sublandlord shall execute documents of transfer necessary to effectuate such transfer.

9. Use. Subtenant shall use the Leased Premises only as permitted under the Base Lease, and if applicable, the Master Lease. In conducting its business upon the Leased Premises, Subtenant agrees to conform to all applicable lawful statutes, rules, regulations, orders, and ordinances of duly constituted governmental authority. Subtenant shall have all rights of Sublandlord under the Base Lease (and, if applicable, the Master Lease) to contest any such statute, rule, regulation, order or ordinance.

10. Surrender of Possession. Subtenant shall on or before the last day of the term hereby granted or upon the sooner termination of this Sublease peaceably and quietly leave, surrender, and yield up unto Sublandlord the Leased Premises in

the condition required under the terms of the Base Lease (and, if applicable, the Master Lease), free of subtenancies, broom clean, and in good order and condition, reasonable wear and tear excepted.

11. Removal of Equipment and Trade Fixtures. If permitted under the terms of the Base Lease (and, if applicable, the Master Lease), Subtenant shall have the right at any time during the Initial Term or the Renewal Term, to remove from the Leased Premises any of Subtenant's equipment or trade fixtures. All damage caused to the Leased Premises by such removal shall be repaired promptly by Subtenant; provided, however, that no such property shall be removed if such removal would cause permanent injury to the building located on the Leased Premises. Sublandlord hereby grants its consent to Subtenant to lease or encumber any equipment which may from time to time be located on the Leased Premises.

12. Quiet Enjoyment. Sublandlord covenants and agrees that Subtenant, upon paying all rentals and other charges provided for herein, and upon observing and keeping all of the covenants, conditions, and provisions of this Sublease on its part to be observed and kept, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term hereof, without hinderance or molestation by or from anyone claiming by, through or under Sublandlord, subject to the terms of (i) this Sublease, the Base Lease, and the Master Lease if applicable, (ii) any mortgages, encumbrances, covenants, restrictions, easements, or exceptions to title affecting the Leased Premises as of the date of closing under the Purchase Agreement or (iii) any applicable ordinances, zoning laws, rules and regulations now or hereafter affecting the Leased Premises. Subtenant's rights under this paragraph 12 shall not be

diminished by a default by Sublandlord under the Base Lease, unless such default by Sublandlord is caused by a default of Subtenant under this Sublease.

13. Condition of Leased Premises. Subtenant accepts the Leased Premises in "AS IS" condition, it being hereby expressly understood that Sublandlord has made no representations or warranties with respect to such Leased Premises (other than as set forth in the Purchase Agreement, and as enforceable under the Purchase Agreement) and that during the term of this Sublease, Subtenant, at its sole cost and expense, shall keep the Leased Premises and every part thereof, including all buildings at any time situated thereon, in a clean condition and in good repair and shall maintain the Leased Premises so that in all respects and at all times they fully comply with all lawful health and police regulations.

14. Alterations and Additions. Subtenant may, to the extent the same is authorized by and in compliance with the terms of the Base Lease (and, if applicable, the Master Lease), remodel the building located upon the Leased Premises according to its needs, provided that:

a. Any consents of Base Lease Lessor required under the Base Lease (and of Master Lease Lessor under the Master Lease, if applicable) are first obtained and a copy of such consents are provided to Sublandlord;

b. Any such alterations or additions consented to shall be erected and finished in substantial accordance with the plans and specifications therefor, in a good and workmanlike manner and in such manner as to comply in all material respects with the rules and regulations of any state, municipal, or other governmental authority having jurisdiction thereover;

c. Subtenant shall promptly pay for all such alterations and additions, and shall discharge any and all liens filed against the Leased Premises arising out of such alterations or additions and shall indemnify, defend, and hold Sublandlord harmless from any claims by any contractors, subcontractors, materialmen or workers for any amounts granted by them in connection therewith; and

d. Subtenant shall indemnify, defend, and hold Sublandlord harmless from any and all loss, damage, liability, cost, or expense incurred by reason of any injury to any person or persons or property arising directly or indirectly out of such alterations or additions.

15. Insurance. Subtenant shall carry at its own cost and expense during the entire term of this Sublease, in addition to any other insurance required under the terms of the Base Lease (and, if applicable, the Master Lease), the following:

a. workers' compensation insurance;

b. public liability insurance including products liability coverage (and liquor law liability coverage if liquor is sold or served on or from the Leased Premises) with a combined single limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence for personal injury and property damage; and

c. fire, malicious mischief, vandalism, and extended coverage insuring the Leased Premises against said risks, with a replacement cost endorsement (whereby the insurer will be obligated to pay the full cost of repair or replacement), the proceeds of which shall be payable to Sublandlord and Subtenant as their interests may appear and shall be utilized to rebuild or repair the Leased Premises if required or permitted under the Base Lease. If permitted under the Base Lease and if required by the Mortgagee (as hereinafter defined), such proceeds shall be payable to the Mortgagee for periodic

disbursement to Sublandlord and Subtenant for Subtenant's cost of repairing or rebuilding the Leased Premises.

Any such policies shall include a provision for ten (10) days' advance written notice to Sublandlord in the event of any pending change or cancellation of said insurance. Prior to the commencement of the term hereof, and on an annual basis thereafter, Subtenant shall deliver to Sublandlord a certificate showing such insurance to be in effect and naming Sublandlord and Base Lease lessor (and, if applicable, the Master Lease lessor) as additional insureds thereon as well as on any additional policies required under the terms of the Base Lease (and, if applicable, the Master Lease).

16. Waiver of Recovery. Subtenant hereby agrees to waive its right of recovery against Sublandlord, Base Lease lessor, and, if applicable, Master Lease lessor for loss or damage to Subtenant's contents, equipment, improvements, or other property whatsoever. It is the intent of this provision that Subtenant shall rely solely on its own property insurance policies. If any of Subtenant's property insurance policies require an endorsement to affect a waiver of subrogation, Subtenant shall cause them to be so endorsed.

17. Default.

a. If (i) Subtenant defaults in the payment of any installment of rent, percentage rent, or additional rent due hereunder or under any other lease or sublease between Sublandlord and Subtenant, and such default continues for ten (10) days after written notice thereof to Subtenant (provided that if Sublandlord has served two (2) or more notices of default and opportunities to correct for the same, similar, or different defaults within any twelve (12) month period, then no opportunity to correct need be given); or (ii) Subtenant defaults in any of

the covenants, agreements, conditions, or undertakings to be kept, observed, and performed by Subtenant contained herein, or in the Purchase Agreement, or in any other lease or sublease between Sublandlord and Subtenant, other than the payment of rent, percentage rent, or additional rent, or any part thereof when due, and such default continues for thirty (30) days after written notice thereof to Subtenant (provided that if Sublandlord has served two (2) or more notices of the same default and opportunities to correct for the same within any twelve (12) month period, then no opportunity to correct need be given); or (iii) proceedings in bankruptcy or for liquidation, reorganization, or rearrangement of Subtenant's affairs are instituted by or against Subtenant and if not dismissed within sixty (60) days; or (iv) a receiver or trustee is appointed for all or substantially all of Subtenant's business or assets on the grounds of Subtenant's insolvency; or (v) a trustee is appointed for Subtenant after a petition has been filed for Subtenant's reorganization under the Bankruptcy Act of the United States; or (vi) Subtenant makes an assignment for the benefit of its creditors; or (vii) Subtenant abandons the Leased Premises; then in any of the above events, Sublandlord, at its election, may declare the term of this Sublease ended and, either with or without process of law, re-enter, expel, remove, and put out Subtenant and all persons occupying the Leased Premises under Subtenant, using such reasonable force as may be necessary in so doing, and repossess and enjoy the Leased Premises. Such reentry and repossession shall not work a forfeiture of the rents to be paid and the covenants to be performed by Subtenant during the full term of this Sublease.

b. Anything hereinabove contained to the contrary notwithstanding, and to the extent consistent with cure periods, if any, allowed under the Base Lease (and, if applicable, the Master Lease), it is expressly understood that, with respect to

any default (except nonpayment of rent) of such a nature that it cannot, with due diligence, be cured within a period of thirty (30) days, Sublandlord shall not be entitled to terminate this Sublease if Subtenant shall have commenced the curing of such default within thirty (30) days after receiving written notice thereof from Sublandlord and so long as Subtenant shall thereafter proceed with all due diligence to complete the curing of such default.

c. Upon expiration of the Sublease by reason of the happening of any of the events hereinabove described, or in the event of the termination of the Sublease or right to possession or both, as the case may be, by summary dispossession proceedings or under any provision of law now or at any time hereafter in force, by reason of or based upon or arising out of a default under or breach of the Sublease on the part of Subtenant, or upon Sublandlord recovering possession of the Leased Premises under any of the foregoing circumstances whatsoever, by reason of or based upon or arising out of a default under or breach of the Sublease on the part of Subtenant, Sublandlord may, at its option, at any time and from time to time, re-let the Leased Premises or any part or parts thereof for the account of Subtenant or otherwise and receive and collect the rents therefor, applying the same first to the payment of such expenses as Sublandlord may have incurred in recovering possession of the Leased Premises, including (i) legal expenses and attorneys' fees, (ii) expenses of putting the Leased Premises into good order or condition or preparing or altering the same for re-rental, and (iii) expenses, commissions, and charges paid, assumed, or incurred by Sublandlord in and about the reletting of the Leased Premises, and then to the fulfillment of the covenants of Subtenant hereunder. Any such re-letting herein provided for may be for the remainder of the Sublease term or for a longer or shorter period.

d. In any case of re-letting and whether or not the Leased Premises or any part thereof be re-let, Subtenant shall pay to Sublandlord the rent and all other charges required to be paid by Subtenant up to the time of such termination of the Sublease, or of such recovery of possession of the Leased Premises by Sublandlord, as the case may be; and thereafter Subtenant covenants and agrees, if required by Sublandlord, to pay to Sublandlord until the end of the Sublease term the equivalent of the amount of all the rent reserved herein and all other charges required to be paid by Subtenant less the net proceeds of re-letting, if any, and the same shall be due and payable by Subtenant to Sublandlord on each of the days rent payments are payable hereunder. In any of the circumstances hereinabove mentioned in which Sublandlord shall have the right to hold Subtenant liable, upon the several rent days herein specified, to pay Sublandlord the equivalent of the amount of all the rent and all other charges required to be paid by Subtenant less the net proceeds of re-letting, if any, Sublandlord shall have the option instead of holding Subtenant so liable, forthwith to recover against Subtenant, as liquidated damages for the loss of the benefit of its bargain and not as a penalty, an aggregate sum which, at the time of such termination of the Sublease, or of such recovery of possession of the Leased Premises by Sublandlord, as the case may be, represents the then present worth of the excess, if any, of the aggregate of the rent and all other charges payable by Subtenant hereunder that would have accrued for the balance of the term over the aggregate rental value of the Leased Premises for the balance of such term.

18. Sublandlord's Right to Cure. If Subtenant fails to perform any of its obligations hereunder or required under the Base Lease (and, if applicable, the Master Lease) to be performed by the lessee thereunder, Sublandlord, at its option, may (but

shall not be required to) do the same or cause the same to be done. In addition to any and all rights and remedies of Sublandlord, the cost incurred by Sublandlord in connection with such performance by Sublandlord shall be additional rent due from Subtenant on the next rent date after such costs are incurred.

To the extent permitted under the Base Lease, Subtenant shall have the right, but shall not be required, to cure any default of Sublandlord, to pay any rents, additional rents, or other charges to be paid by the lessee under the Base Lease, provided Subtenant has previously paid such sums to Sublandlord in accordance with the provisions of this Sublease.

In addition to any and all rights and remedies of Subtenant, the cost incurred by Subtenant in connection with such performance by Subtenant shall be immediately reimbursed to Subtenant by Sublandlord.

19. Sublandlord's Right to Inspect. Upon reasonable notice, Sublandlord and its agents shall have access to the Leased Premises at all reasonable business hours for the purpose of inspecting the Leased Premises.

20. Indemnification. If Sublandlord shall be subject to any claim, demand, or penalty or become a party to any suit or claimed act or omission by Subtenant, its employees or agents, or by reason of any act occurring on the Leased Premises, or by reason of an omission with respect to Subtenant's operation of its business thereon, or by reason of a default by Subtenant under the terms of this Sublease, Subtenant shall indemnify and hold Sublandlord harmless against all judgments, settlements, penalties, and expenses (including but not limited to reasonable attorneys' fees, court costs, and other expenses of litigation or administrative proceedings) incurred by or imposed upon Sublandlord in connection with the defense relating to such claim

or litigation or administrative proceeding, and, at the election of Sublandlord, Subtenant shall also defend Sublandlord.

Subtenant shall also pay all costs and expenses, including reasonable attorneys' fees, which may be incurred by Sublandlord in enforcing any of the covenants and agreements of this Sublease. All such costs, expenses, and attorneys' fees shall, if paid by Sublandlord, together with any interest thereon, be additional rent due from Subtenant on the next rent date after such payment or payments.

Sublandlord shall provide notice to Subtenant within a reasonable period of time of Sublandlord's receipt of notice of any claim, demand, penalty or suit for which Sublandlord seeks indemnification under this paragraph. Sublandlord shall cooperate with Subtenant in the defense of any such claim.

This indemnity shall not apply to any claim, demand, penalty or suit that is the result of the gross negligence of Sublandlord, Sublandlord's default under this Sublease, or Sublandlord's willful misconduct.

21. Assignment and Subletting. Except as set forth below, Subtenant may not assign this Sublease or sublet the Leased Premises or any part thereof, permit the sale or transfer of its interest herein by legal process or otherwise, including the sale of stock, or enter into an agreement for the management of its business upon the Leased Premises without the prior written consent of Sublandlord which consent shall not be unreasonably withheld. Any consent to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. Upon any assignment, such assignee shall by an instrument in writing assume and agree to perform the terms hereof and Subtenant shall promptly deliver a copy thereof to Sublandlord, and upon any sublease, such subtenant shall acknowledge the existence of the Base Lease and

this Sublease and shall covenant not to do or permit to be done anything that would constitute a breach thereof, and Subtenant shall promptly deliver a copy of any such Sublease to Sublandlord. Subtenant shall be permitted to sell, transfer, convey, assign and sublet this Sublease without Sublandlord's consent to a corporation controlled individually or collectively by Michael Schulson ("Schulson") and Robert Blessing ("Blessing"), or to a partnership which has as a general partner a corporation which is controlled individually or collectively by Schulson or Blessing provided (i) the partnership has only one general partner, (ii) the general partner has full rights to manage the business of the partnership in the ordinary course and such rights cannot be diminished and (iii) any replacement of the general partner requires the consent of Sublandlord, which consent will not be unreasonably withheld. For the purposes of this paragraph, Schulson or Blessing shall be deemed to control a corporation if individually or collectively they have the power directly or indirectly (as defined in the federal securities laws) to vote or direct the voting of fifty-one percent (51%) or more of the securities having voting power for the election of directors of such corporation.

22. Successors and Assigns. The terms, conditions, and covenants contained herein shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

23. Estoppel Certificates. Upon written request and reasonable notice each party agrees to provide to the other an Estoppel Certificate that certifies, to the extent true, (i) that this Sublease is in full force and effect; (ii) that there are no defaults under the Sublease or events that with the passage of time would constitute a default; (iii) that all rents are current

and that no rent has been paid more than one month in advance; (iv) that the Sublease has not been amended (or, if amended, the dates of such amendments); and (v) any other facts concerning the Sublease reasonably requested.

24. Waiver. The failure of either party to enforce any condition or provision contained herein or in the Base Lease at any time shall not be construed as a waiver of that condition or provision nor shall it operate as a forfeiture of any right of future enforcement of any such condition or provision.

25. Accord and Satisfaction. No payment by Subtenant or receipt by Sublandlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction. Sublandlord may accept such check or payment without prejudice to Sublandlord's right to recover the balance of such rent or pursue any other remedy provided for herein.

26. Recording of Sublease. Upon the request of either party hereto, the other party shall join in the execution of a memorandum of the Sublease for the purpose of recordation. The party requesting execution of such a memorandum shall bear all costs for recording the same or imposed as a consequence of recording, including revenue stamps, transfer taxes, or recording charges of any nature.

27. Commission.

a. Subtenant's Representations. Subtenant represents and warrants that this Agreement was brought about without the aid of any agent or broker and that there are no commissions or

finder's fees due to any person, firm, or corporation as a result of this Agreement. Subtenant agrees to indemnify Sublandlord from and against any claims that may be made against Sublandlord for any type of a real estate commission or finder's fee as a result of Subtenant's actions in connection with the transaction contemplated herein.

b. Sublandlord's Representations. Sublandlord represents and warrants that this Agreement was brought about without the aid of any agent or broker and that there are no commissions or finder's fees due to any person, firm, or corporation as a result of this Agreement. Sublandlord agrees to indemnify Subtenant from and against any claims that may be made against Subtenant for any type of a real estate commission or finder's fee as a result of Sublandlord's actions in connection with the transaction contemplated herein.

28. Gender and Number. Words of any gender shall be held to include any other gender and words in the singular number shall be held to include the plural and vice versa, as the context may require.

29. Headings. Headings of the sections hereof are inserted for convenience only and shall not constitute a part of this Sublease.

30. Notice. All notices required or permitted to be given hereunder shall be in writing and sent by an express delivery service which provides return receipts or by United States registered or certified mail, postage prepaid, return receipt requested, addressed to the parties as follows:

<u>To Sublandlord:</u>	Marriott Corporation
	Marriott Drive
	Washington, D.C. 20058
	Attn: Law Department (Restaurants)

To Subtenant: Lunan Family Restaurants Limited
Partnership
c/o Lunan Corporation
414 N. Orleans Street, Suite 402
Chicago, IL 60610
Attn: Michael Schulson

Copy to: Sonnenschein Nath & Rosenthal
8000 Sears Tower
Chicago, IL 60606-6404
Attn: Gerald J. Sherman

or to such other address as the parties may direct by notice given as hereinabove provided. Notice shall be deemed given when received as evidenced by the return receipt or the date such notice is first refused, if that be the case.

31. Agreements with Respect to Base Lease and Master Lease.
Sublandlord hereby covenants and agrees as follows:

a. Sublandlord will not agree to any modification, amendment, termination or cancellation of the Base Lease or, if applicable, the Master Lease and will not waive any rights it may have under the Base Lease or, if applicable, the Master Lease without the prior written consent of Subtenant.

b. Sublandlord shall not have the right to do any act which shall in any manner encumber the interest of Sublandlord or the lessor under the Base Lease ("Base Lessor")

or, if applicable, the lessor under the Master Lease ("Master Lessor"), in and to the Leased Premises or the Subleasehold Estate, nor shall the interest or the estate of Sublandlord, Base Lessor or, if applicable, Master Lessor in the Leased Premises be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Sublandlord, and any purported lien created in violation of the foregoing shall be void.

c. There shall be no merger of this Sublease or of the Subleasehold Estate with the Base Lease or, if applicable the

Master Lease, or the fee estate in the Leased Premises by reason of the fact that the same person acquires or holds, directly or indirectly, this Sublease or the Subleasehold Estate or any interest herein or in such Subleasehold Estate as well as any or all (a) the Base Lease or leasehold estate thereby created or any interest in the Base Lease or such leasehold estate, (b) if applicable, the Master Lease or the leasehold estate thereby created or any interest in the Master Lease or such leasehold estate, or (c) the fee estate in the Leased Premises or any interest in such fee estate.

d. To the extent permitted under the Base Lease, and if applicable the Master Lease, Sublandlord hereby irrevocably authorizes Subtenant, upon receipt of notice from Base Lessor or, if applicable, from Master Lessor that Sublandlord has failed to make rental payments due under the Base Lease, to make rental payments hereunder directly to Base Lessor or the Master Lessor for the account of Sublandlord, provided that such default by Sublandlord shall not have been caused by a default by Subtenant under this Sublease and provided that Subtenant sends to Sublessor photocopies of all such payments and Subtenant uses its best efforts to obtain from Base Lessor and, if applicable, Master Lessor, an acknowledgment of its receipt of such payment. In addition, if Sublandlord shall fail to pay any other amounts to Base Lessor or, if applicable, Master Lessor, within three (3) days after written notice of non-payment from Subtenant, Subtenant may pay such amounts directly to Base Lessor or, if applicable, Master Lessor and the amount of such payment shall be credited against Subtenant's rental obligations hereunder.

32. Mortgagee Protections. Sublandlord acknowledges and agrees as follows:

a. Subtenant may, from time to time, freely mortgage and/or encumber its subleasehold estate and any or all

improvements located on the Leased Premises and all rents, profits, and other revenues thereof, by one or more deeds of trust, mortgages, or other security instruments to a bank, insurance company, savings and loan or other financial institution regularly engaged in the lending of funds secured by real estate (any one or more of such mortgages, deeds of trust, or other security instruments being herein referred to as a "Subleasehold Mortgage" and the holder of any individual Subleasehold Mortgage being herein referred to as a "Mortgagee"). Notwithstanding any other provisions of this Sublease, the making of Subleasehold Mortgage, any sale to a "Permitted Transferee" (as hereinafter defined) of this Sublease and of the subleasehold estate hereby created ("Subleasehold Estate") pursuant to any proceedings for the foreclosure of any Subleasehold Mortgage, or the assignment or transfer of this Sublease and of the Subleasehold Estate to a Permitted Transferee in lieu of the foreclosure of any Subleasehold Mortgage shall be deemed to be a permitted sale, transfer, or assignment of this Sublease and of the Subleasehold Estate. Sublandlord hereby further agrees that Mortgagee shall not be deemed to have assumed performance of any of the terms, covenants, or conditions on the part of the Subtenant to be performed under this Sublease, but upon acquisition of the Subleasehold Estate by Mortgagee or a Permitted Transferee (as hereinafter defined), such party shall be deemed to have agreed (i) to thereafter perform the terms, covenants, and conditions of Subtenant except for those covenants for which performance by a party other than subtenant

is not possible ("Subtenant's Personal Covenants") and (ii) to cure any existing defaults under the Sublease other than defaults of Subtenant's Personal Covenants or defaults for which a cure of a party other than Subtenant is not possible, such as a default resulting from Subtenant's insolvency (hereinafter Subtenant's Personal Defaults). Mortgagee, upon succeeding to Subtenant's

rights and obligations under this Sublease, may freely assign and transfer this Sublease upon prior written notice to Sublandlord. Only in the event Sublandlord consents to such assignment or transfer, which consent shall not be unreasonably withheld, shall Mortgagee be relieved of and released from any and all obligations under this Sublease which arise after, or relate to any period following the effective date of such assignment or transfer. Sublandlord shall consent to any assignment or transfer by Mortgagee to any person or entity that (i) is in the restaurant business and of good reputation, (ii) has experience operating family-style, sit-down restaurants, (iii) has a net worth greater than or equal to the net worth of Subtenant, Subtenant's net worth being calculated as of the date of this Sublease (hereinabove and hereinafter a "Permitted Transferee"), and (iv) agrees in writing to assume all of the obligations of Subtenant under the Sublease.

b. Sublandlord, upon providing Subtenant any notice required pursuant to the terms of this Sublease or otherwise in connection with the Sublease, shall at the same time provide a copy of such notice to Mortgagee at the address and in the manner specified in paragraph 30 hereof. No notice of the matters described in this paragraph given by Sublandlord to the Subtenant shall be legally effective with respect to Mortgagee's rights or obligations hereunder unless a copy of such notice shall have been given by Sublandlord to Mortgagee.

c. Mortgagee shall have the right, but not the obligation, to perform any term, covenant, condition, or agreement and to remedy any default by Subtenant under this Sublease within those time limits as set forth in this

Sublease, and Sublandlord shall accept such performance by said Mortgagee with the same force and effect as if performed by Subtenant; provided, however, that Mortgagee shall have such additional time as it requires to cure Subtenant's default (which

time shall not exceed an additional fifteen (15) days in the case of failure to pay any monies due under this Sublease and an additional thirty (30) days in the case of any other default, beyond the applicable cure period otherwise provided for in this Sublease; provided, however, that with respect to non-monetary defaults which are of a nature such that it is not possible with the exercise of reasonable diligence to complete the cure within the above time period, Mortgagee shall have such additional time as is necessary to cure such default if within the above time period Mortgagee has commenced and is diligently pursuing the cure of such default. Sublandlord agrees not to terminate this Sublease or take other action with respect to such default (other than to cure such default) until the expiration of the cure period as extended. All rights of Subtenant under this Sublease which may have been or may be deemed to be waived or terminated by virtue of the existence of a default by Subtenant shall be deemed reinstated if Mortgagee cures such default within the foregoing grace period applicable to the default in question. In the event that, with respect to a non-monetary default, Sublandlord determines to exercise its right to cure any default of Subtenant and Sublandlord commences or completes the cure of such default and, in addition, Mortgagee provides notice to Sublandlord of its election to cure such default, Mortgagee shall cure such default (i) by reimbursing Sublandlord for all sums expended by Sublandlord in curing such default and (ii) if Sublandlord has not completed the cure of such default, by completing the cure of such default.

d. Mortgagee, in addition to any and all rights it may have to cure defaults of the Subtenant, shall have the right to postpone and extend the date on which this Sublease would terminate as a result of the Subtenant's default(s) in accordance with said notice for a period of not more than thirty (30) days (subject to extension as provided below), provided

Mortgagee shall, promptly after giving to Sublandlord the notice provided for in the following sentence, (i) simultaneously with the giving of such notice cure all defaults, if any, which may be cured by the payment of a sum of money excepting obligations of Subtenant to satisfy or otherwise discharge any lien, charge, or encumbrance against Subtenant's interest in this Sublease or Leased Premises junior in priority to the lien of the Subleasehold Mortgage held by Mortgagee, (ii) forthwith initiate, and diligently pursue, steps to acquire Subtenant's Subleasehold Estate in the Leased Premises and Subtenant's fee estate (if any) in the improvements situated on the Leased Premises by foreclosure of its Subleasehold Mortgage or otherwise, and (iii) undertake, promptly upon obtaining possession of the Leased Premises and the improvements, to cure and diligently prosecute and, as soon as reasonably possible thereafter, complete the curing of any other then existing default(s) of Subtenant other than defaults of Subtenant's Personal Covenants or Subtenant's Personal Defaults. Such right to postpone and extend shall be exercised by such Mortgagee's giving Sublandlord notice, in the manner specified in this Sublease for the giving of notices, of the exercise of the same not later than the last day of the additional cure periods provided for in subparagraph c above.

If, before the expiration of such thirty (30) day period, (a) Subtenant shall be duly removed from possession, (b) an assumption of performance and observance of the covenants and conditions contained in this Sublease on the Subtenant's part to be performed (other than Subtenant's Personal Covenants) shall be delivered to Sublandlord by Mortgagee, and (c) Mortgagee shall have complied with all obligations on Subtenant's part to be performed under this Sublease (other than Subtenant's Personal Covenants) then, and in such event, the default(s) under this Sublease shall be deemed to have been timely cured and all rights of Subtenant under this Sublease which may have been or may be

deemed to be waived or terminated by virtue of such defaults shall be deemed reinstated; provided, however, (i) in the case of Subtenant's Personal Defaults or defaults of Subtenant's Personal Covenants, Sublandlord's right to terminate this Sublease on account thereof shall be deemed to have been waived, any termination of this Sublease by Sublandlord on account thereof shall be deemed to have been revoked and of no effect and no rights of Subtenant under this Sublease shall be or shall be deemed to be waived or terminated as a result thereof; and (ii) if at the end of said thirty (30) day period Mortgagee shall be actively and in good faith engaged in steps to acquire Subtenant's interest in the Leased Premises and/or to cure any curable non-monetary default(s) of Subtenant, the time within which Mortgagee must comply with the provisions of this paragraph shall be extended for such period(s) as shall be reasonably necessary to complete such steps and/or to cure such default(s) with diligence and continuity, provided that during such extension no further defaults other than Subtenant's Personal Defaults or defaults of Subtenant's Personal Covenants shall have occurred under this Sublease and continue beyond any applicable cure period(s).

e. Subtenant hereby acknowledges on behalf of itself and any Mortgagee that the extensions of any cure periods granted to a Mortgagee shall (i) not obligate Sublandlord to take any action or expend any funds to cure such defaults in order to preserve Sublandlord's leasehold estate, or (ii) guarantee that Base Lease Lessor, and if applicable Master Lease Lessor, will recognize such additional cure periods.

f. Sublandlord will not accept any surrender, agree to the cancellation of or enter into any modification of this Sublease without the prior written consent thereto of Mortgagee, which consent shall not be unreasonably withheld or delayed.

Without limiting the generality of the foregoing, no modification, amendment, or termination under Section 365(h) of the Bankruptcy Reform Act of 1978, as amended, shall be effective against Mortgagee without the prior written consent of Mortgagee.

g. Sublandlord agrees that Mortgagee, within fifteen (15) days after the expiration of the time periods set forth in the Sublease, may exercise on Subtenant's behalf any right or option to (i) extend or to renew this Sublease for any extension or renewal term as provided in this Sublease, or (ii) purchase the Leased Premises, any portion thereof, or interest therein, and/or any improvements or structures located thereon as provided in this Sublease; provided, however, that if Mortgagee by exercising such option or right causes Subtenant to become liable for the performance of obligations in addition to those obligations Subtenant would have been liable for had it not exercised such right or option ("Additional Obligations") and if thereafter Subtenant defaults in the performance of any of its Additional Obligations, Mortgagee agrees to indemnify and hold Sublandlord harmless from any liability arising out of such default by Subtenant in its performance of the Additional Obligations. Subtenant specifically grants to any Mortgagee the right to exercise any such right or option on Subtenant's behalf.

h. Sublandlord hereby consents to an assignment by Subtenant to Mortgagee, as collateral security for Subtenant's performance of its obligations under the Subleasehold Mortgage held by Mortgagee, of all subleases, if any, and rents therefrom, and other rights of Subtenant derived from this Sublease.

i. Sublandlord hereby consents, in the case of any default under Mortgagee's Subleasehold Mortgage, (i) to a foreclosure of the Subleasehold Mortgage pursuant to a power of sale, by judicial proceedings or other lawful means and the acquisition by Mortgagee of Subtenant's Subleasehold Estate as a

result thereof and the subsequent sale of Subtenant's Subleasehold Estate in the Leased Premises and fee estate in the improvements, if any, to a Permitted Assignee and, in

connection therewith, to an assignment by Mortgagee of all subleases affecting the Leased Premises and the rents therefrom, (ii) to the transfer to the Mortgagee by the Subtenant of Subtenant's Subleasehold Estate by deed in lieu of foreclosure, (iii) to the appointment of a receiver, and (iv) to the right of Mortgagee or the receiver, to the extent permitted by law, to enter and take possession of the Leased Premises, to manage and operate the same and to collect the subrentals, issues and profits therefrom and to cure any default under the subleasehold mortgage or any default by Subtenant under this Sublease.

j. Notwithstanding anything to the contrary contained in this Sublease, following acquisition of the Subleasehold Estate by foreclosure of a subleasehold mortgage, or transfer in lieu of foreclosure, the Leased Premises may thereafter be operated for any use permitted under the Base Lease and, if applicable, the Master Lease.

k. Upon Mortgagee's written request, the Sublandlord agrees to deliver to Mortgagee or its designee a written instrument, signed and acknowledged by the Sublandlord, indicating that, to the extent the same is true, this Sublease is full force and effect, and unmodified (except as therein set forth); the amount of any rent due under this Sublease and the period for which such payments have been made; and that to the Sublandlord's knowledge, Subtenant is not in default under this Sublease except as may be set forth by the Sublandlord in such written instrument and such other facts concerning the Sublease as may be reasonably requested.

33. Entire Agreement. This Agreement, together with the Purchase Agreement and the subleases and other agreements

executed pursuant thereto, constitutes the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements and undertakings of the parties pertaining to the subject matter hereof. This Agreement may not be modified except by a written instrument duly executed by the party hereto against whom the modification is sought to be enforced.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST:

By: Michael B. Littenstein
Assistant Secretary

SUBLANDLORD:
MARRIOTT FAMILY RESTAURANTS, INC.

By: [Signature]
Vice President

ATTEST:

By: [Signature]
(Assistant) Secretary

SUBTENANT:
LUNAN FAMILY RESTAURANTS LIMITED PARTNERSHIP

By: LUNAN FAMILY RESTAURANTS, INC., General Partner

By: [Signature]
(Vice) President

EXHIBIT A

1000 S. Elmhurst St.
Mt. Prospect, IL
(#63-153)

LEASE

Date of Lease: July 5, 1979

Original Landlord: Pioneer Bank and Trust Company as Trustee
under Trust No. 8997

Original Tenant: Walgreen Co.

Amendments: Agreement dated September 20, 1980 between
Pioneer Bank and Trust Company as Trustee
under Trust No. 8997 and Walgreen Co.

Current Landlord: Jerry H. Biederman, not personally but solely
as trustee under Trust Agreement dated August
1, 1986, and known as Trust No. 11

Current Tenant: Same

1000 S. Elmhurst Rd.
Mt. Prospect, IL

EXHIBIT A CONTINUED

Lot 1 in Di Mucci's Resubdivision of Lots 3 through 7, both inclusive, in Juhnke's Subdivision of part of the Northeast 1/4 of Section 14, Township 41 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois on February 27, 1979 as Document Number LR 3077963, in Cook County, Illinois.

EXHIBIT B

Please fill in monthly sales and return this form in the enclosed envelope

MARRIOTT CORPORATION
F. Volarich - Dept. 879.25
Marriott Drive
Washington, D.C. 20058

Location Name: _____
Lease Year: _____

Unit: _____

Sales Report Frequency: Annually

REPORT OF SALES

Sales Date	Monthly Receipts	Total Year to Date
January 19____		
February 19____		
March 19____		
April 19____		
May 19____		
June 19____		
July 19____		
August 19____		
September 19____		
October 19____		
November 19____		
December 19____		

From _____ to _____ your percentage rent
is calculated over annual sales of _____.